IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

MONDAY, THE TWENTY THIRD DAY OF AUGUST
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MS JUSTICE G.ROHINI

-

WRIT PETITION NO : 14885 of 2004

Between:

A.Keshava Reddy, s/o Ranga Reddy,
r/o Lemoor Village, Kandukur Mandal, R.R.District.

..... PETITIONER

AND

1 The Andhra Pradesh State Civil Supplies Corporation, rep., by its Vice

Chairman & Managing Director, Hyderabad.
2 The Joint Collector, Civil Supplies, R.R.District,
Lakdikapool, Hyderabad.
3 The District Manager, A.P.State Civil Supplies Corporation Ltd.,
R.R.District.
4 The Mandal Revenue Officer, Ibrahimpatnam Mandal,
Ibrahimpatnam, R.R.District.

.....RESPONDENTS

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court will be pleased to issue a writ or direction more particularly one in the nature of writ of mandamus declaring the action of the 2nd respondent, suspending Stage-II Transport Contractorship of the petitioner for MLS point, Ibrahimpatnam and black listing him, vide its proceedings No.MOVT 5(1)/2002 dt.12-08-2004 as illegal, arbitrary, unconstitutional and violative of principles of natural justice, while directing the respondents to allow the petitioner to continue as Stage-II Transport Contractor of MLS point Ibrahimpatnam.

Counsel for the Petitioner: MR.CHANDRASEKHAR REDDY GOPIREDDY

Counsel for the Respondents: GP FOR CIVIL SUPPLIES

The Court made the following:

ORDER:

By proceedings, dated 01-11-2002, issued by the 1st respondent Corporation, the petitioner was appointed as stage-II contractor for transport of food grains, sugar, pamoline oil etc., to Ibrahimpatnam MLS point to the Fair Price Shops attached to the said MLS Point for the period from 01-11-2002 to 31-10-2004. In pursuance thereof, the petitioner has entered into an agreement with the 1st respondent Corporation agreeing to perform the duties described as per the terms and conditions of the agreement.

While so, the petitioner is served with the impugned proceedings of the first respondent dated 12.08.2004 stating that the Mandal Revenue Officer, Ibrahimpatnam, vide his letter dated 05.08.2004 has reported that a lorry No.ATT 4487 containing 300 bags of rice meant for drought work at Patelgudem has been caught while transporting illegally at BN Reddy Colony, Saroornagar, and the same was handed over in the Police Station at Vanasthalipuram and a case under Section 6-A of the Essential Commodities Act has been filed. It is further stated that on verification of the records at MLS Point, Ibrahimpatnam, it is found that the petitioner herein who is the Stage-II Transport Contractor is involved in diversion and illegal transportation of the rice meant for drought work into black market. On the basis of the same, while observing that is a clear case of cheating, breach of trust, in exercise of powers conferred under Clause 7 Sub-Clause (b) of the agreement entered by the petitioner with the Corporation, the Stage-II Transport Contract is suspended and the contractor is black listed with immediate effect, pending enquiry. The said order is under challenge in this writ petition.

The learned counsel for the petitioner vehemently contends that the impugned order, suspending the agreement as well as black listing the petitioner without affording any opportunity to rebut the allegations, is arbitrary and illegal. The learned counsel for the petitioner also contends that all the allegations made against the petitioner, are false and without any basis and, the same were leveled against the petitioner at the instance of the members of rival political party.

At the outset, it is to be noted that the issue raised for adjudication is essentially founded on a dispute between the parties pursuant to a contract entered in between them. The impugned termination itself is under Clause-7 of the Agreement which provides for termination and suspension of the contract under the circumstances specified thereunder. Such a dispute which involves enforcement of contractual obligation, is not amenable to the writ jurisdiction under Article 226 of the Constitution of India.

Hence, without expressing any opinion on merits, the writ petition is disposed of granting leave and liberty to the petitioner to work out the appropriate remedy as available under the law. No costs.

23.08.2004

VGB

To

1 The Vice Chairman & Managing Director, Andhra Pradesh State Civil

Supplies Corporation, Hyderabad.

2 The Joint Collector, Civil Supplies, R.R.District,
Lakdikapool, Hyderabad.

3 The District Manager, A.P.State Civil Supplies Corporation Ltd.,
R.R.District.

4 The Mandal Revenue Officer, Ibrahimpatnam Mandal,
Ibrahimpatnam, R.R.District.

5 2CCs to the Government Pleader for Civil Supplies, High Court

Buildings, Hyderabad (OUT)

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